



RENTAL APPLICATION & DISCLOSURE INFORMATION

P.O. Box 511190
Milwaukee, WI 53203-0201
Downtown Office: (414) 332-1117
Carriage Way Office: (262) 782-1475

Note: All prospective tenants
must fill out separate applications.

To be filled in by Management

Building 1720 E NEWPORT AVE
Apt. 10 Parking Space(s) -
Rent \$ 1225 /month S.D. \$ 750
From 8/1/16 To 6/30/17
Electric and Phone not included
Advertising Source drive-by

Co-signer

All information required to process application.

Name: Steve Petersen ☒ Mr. ☐ Mrs. ☐ Ms. S.S.# 397-08-9340
Driver's License # P362-7909-2002-08 State WI D.O.B. 01/02/1992
Email PetersenSS@2@uwm.edu Phone # (Cell) 262-993-7039
Address 1303 Meadowcreek Drive #202 City Pewaukee State WI Zip 53072
Current Landlord Name Manske Properties Phone# 414-546-8080 Occupancy Dates 7/16-7/17
Previous Address 2906 Skyline Ct. City Waukesha State WI Zip 53188
Previous Landlord Name Parents House Phone# - Occupancy Dates -
Employer Mequon-Thiensville School District Pay \$ - /hr - hrs/week
Starting Date 01/15 Employer Contact Name 262-238-4700 Phone # Steffen Middle School
Add'l Monthly Income (i.e. scholarship, child support, military, s.s.i.) \$ - Source -
Any bankruptcy/judgements against you? No Explain -
Emergency Contact (Name & Phone Number) Jason Eisenman (262) 923-0499
Names/birth dates of additional people occupying the apt. See above

Pets? ☐ Yes ☒ No Type -

• For Carriage Way, Glens, and Ridge Manor: License Plate# -

Note: Occupancy of the apartment to be limited to applicant, co-applicant and those persons and pet listed above.

A deposit is required today from you so we can process your application. Lessee agrees to pay the security deposit and the first month's rent prior to occupancy. I (We) agree to enter into a lease with Bell Property Management if this application is accepted.

I have received a receipt for my deposit or have made a notation on my check or money order.
I have received a copy of the lease and rules and regulations.

Maintenance requests are to be directed to the resident manager or, if no resident manager, to the main office at the above address. Rent to be mailed to P.O. Box and received no later than the first of the month.

NO CASH ACCEPTED.

You are authorized to obtain from any source any information you desire relative to this application. I am over 18 years of age and legally responsible.

I have read the above information and the information is correct and complete.

Signature [Signature] Date 8/29/16

Res.Mgr./Rental Agent - Address -

Note: Resident Manager or Rental agent may not approve application.
White-Bell Property Management • Yellow - Prospective Tenant



LEASE

P.O. Box 511190 Milwaukee, WI 53203-0201
(414) 332-1117

Date: 8/29/16
Address: 1720 S NEWPORT AVE
Unit# 10 Pk. - Pk. - Storage -
City MILWAUKEE State WI Zip 53211
Lease Term: 10 MONTH
First Day of Lease Term: 9/1/16 Time: Noon
Last Day of Lease Term: 8/30/17 Time: Noon
Rent 1225 Sec. Deposit 750 Pk. - Other -
Total Rent Due Monthly: \$1225.00

Resident(s):
EMILIO DELEON
ZACH WALCZAK
KYLE PETERSEN

Members of Resident(s) Family Authorized to Live in the Lease Premises:

BPM AND RESIDENT HEREBY AGREE TO THE SINGULAR WHETHER ONE OR MORE DO HEREBY AGREE AS FOLLOWS:

- PAYMENTS AND TERM OF LEASE.** Bell Property Management, Inc. (BPM) agrees to rent to Resident and Resident agrees to rent from BPM the above described premises to be used only for normal residential purposes and that said premises (the "Leased Premises") are not to be occupied by persons other than the Resident and the additional persons specified above. That if any persons other than those listed above occupy the leased premises for a period of time more than five (5) days or a portion of said days within any month of the term of this lease or any renewal or extension thereof, without prior written consent of BPM the Resident shall pay to BPM (as additional rent for said month) ten dollars (\$10.00) per person for each day or portion thereof beyond said five (5) days the apartment is so occupied. Said rent shall be due and payable on the first day of the month next succeeding such occupancy. No guests of the Resident may occupy the leased premises in the absence of the Resident or for more than five (5) days within any month of the term of this lease or any renewal or extensions thereof, without the prior written consent of BPM by collecting such additional rent, does not waive BPM's right to terminate Resident's tenancy based upon a breach of the occupancy clause.

If actual commencement of occupancy of the Leased Premises is delayed because of construction, or the holding over of a prior tenant, BPM shall not be liable to Resident in any respect for such delay, and this Lease shall remain in full force and effect, subject to the following: (1) The rent shall be abated on a daily basis during each and every day of such delay and (2) in the event such delay continues for three or more days, Resident may terminate the Lease by giving notice in writing to BPM no later than the fifth day of such delay, where upon Resident shall be entitled to a refund of the refundable portion of Resident's security deposit, and the refundable portion of any earnest money or prepaid rent paid. The above-stated terms apply solely to events of holding over and construction delays, and specifically exclude items of cleaning or minor repairs which appear on the Apartment Inspection Checklist.

RESIDENT SHALL FURNISH TO BPM, 60 DAYS PRIOR TO THE LEASE EXPIRATION DATE, WRITTEN NOTICE AS TO THEIR INTENT TO EITHER RENEW THE EXISTING LEASE UPON TERMS TO BE AGREED UPON BY THE PARTIES HERETO OR VACATE THE LEASED PREMISES, SUBJECT TO BPM'S MITIGATION OBLIGATIONS AND OTHER PROVISIONS OF WISCONSIN LAW, IF RESIDENT FAILS TO TIMELY FURNISH WRITTEN NOTICE UNDER THIS PARAGRAPH OR ANY OTHER PROVISION IN THE LEASE OR RULES AND REGULATIONS OR THE LAWS OF THE STATE OF WISCONSIN OR REQUINITS WRITTEN NOTICE, THEN BPM SHALL BE ENTITLED TO CHARGE RESIDENT FOR UP TO AN ADDITIONAL TWO (2) MONTHS RENT FOLLOWING THE EXPIRATION DATE OF THE LEASE PLUS OTHER HOLDOVER REMEDIES PROVIDED FOR BY LAW.

TENANCY OF ANY KIND MAY NOT BE TERMINATED DURING THE MONTHS OF NOVEMBER, DECEMBER, JANUARY AND FEBRUARY, (AND 60 DAY WRITTEN NOTICE MUST BE GIVEN 60 DAYS BEFORE THE LAST DAY OF THE MONTH RESIDENT INTENDS TO VACATE, PLEASE ALSO NOTE MID-MONTH NOTICES ARE NOT VALID UNTIL 60 DAYS FROM THE FIRST OF THE FOLLOWING MONTH. (SEE VACATING NOTICE IN RULES AND REGULATIONS).

Additional Provisions (Promises): \$3000th 2ND MONTHS RENT (OCTOBER 2016); OCTOBER'S RENT IS \$925.

- The monthly rent to be paid during the term of this lease shall be as above. The total rent payable for the term of this lease shall equal the monthly rent times the number of months in the term. If the term of this Lease shall not begin on the first day of a month, then the total rent payable shall be adjusted pro-rata to reflect the number of days on the first partial month, except if provided otherwise herein.
- The monthly rent and all other fees and charges are due in advance on the FIRST DAY of each and every month during the lease term, with the first partial month's and first full month's installments of rent being due on or before the commencement of the term hereof.
- All payments must be received on or before the date due. Payments shall be mailed to Bell Property Management, Inc. or other such agent as BPM may designate by written notice to Resident. All Residents, if more than one, shall be jointly and severally liable for the full amount of any payments due under this lease and all other terms and conditions.
- Together with the Lease for the above-described premises the Resident shall be entitled to the use of parking space(s) as indicated above to be paid in advance along with and in addition to the monthly rent. Resident agrees to abide by all Parking Rules and Regulations.
- Resident shall pay the following utilities through the last day of the Lease term or extension thereof: ELECTRICITY & phone. In the event Resident fails to pay any utility charges when due, then BPM, at BPM's option may pay said past due utility charges and Resident shall indemnify BPM upon billing for any amounts it shall pay on behalf of Resident. Resident shall furnish and pay for all charges for telephone services. Resident agrees to keep sufficient heat in premises so as not to cause any damage to premises or building.
- The Resident agrees to pay the cost of advertising, administration and all other expenses incident to renting the apartment if premises vacated prior to lease expiration or costs of Resident not abiding by Lease, or Rules and Regulations or not in compliance with lease terms, and shall be liable for any deficiency.
- If any installment of rent or other monthly charge is received later than five days after the same is due, there shall be an additional rent charge to the Resident of \$ 157.00 (minimum charge is \$50 or 10% of rent if no amount specified, whichever is greater) plus One Dollar (\$1) per day for each day's delay, starting with the sixth day of the month. The preceding sentence shall not be construed or interpreted as being a grace period for payments due herein, and it is expressly understood that all rental and other payments by Resident shall be due and payable on the First day of the month, and time is of the essence with respect to said payments. BPM will consider postmarks before assessing late fee.
- Any amount due herein shall not be deemed to be paid until the check given therefore shall clear the bank upon which it's drawn. If Resident's payment is made by check, and the check fails to clear the bank, a service charge of (minimum of \$35 or, 10% of the amount of check, whichever is greater) will be assessed in addition to any late charges referred to in the preceding paragraph. Replacement monies shall be paid by money order or cashier's check only.
- Resident shall pay to BPM, in addition to amounts due for rent or other charges, any sales tax if applicable.
- SECURITY DEPOSIT**
- Resident agrees that the security deposit shall be paid to BPM prior to occupancy.
- Resident shall have seven (7) days after date of occupancy to make an inspection of said premises to report in writing any defects or needed repairs in or about the premises. Resident is responsible for giving written notice to BPM of any required service.
- Premises shall be left by Resident in a clean and undamaged condition. The cost or estimate of repairing any damage to said premises shall be deducted from the security deposit as will the cost of restoring the premises to a clean and rentable condition. BPM shall determine if premises were left in clean and undamaged condition.
- Subject to the provisions of Wisconsin Law, all other charges not paid currently shall also be deducted from the security deposit.
- Resident is not allowed to substitute or apply the security deposit for rent or other charges owing.
- Resident shall, in writing and within five (5) days of surrendering said premises, provide BPM with an address to which the refundable portion of the security deposit may be returned to Resident.
- USE RESTRICTIONS.** Resident shall not permit the premises to be used for any immoral or unlawful purpose or any purpose that will injure the reputation of the premises or the building of which the premises are a part. Resident shall not use or keep in or about the premises any article or thing which would in any manner increase the risk of fire, or conflict with any fire laws or regulations of the fire department, or increase the rate of any insurance on said building or on any property or equipment situated inside said building. Resident shall not permit the premises to be used for the operation of any business. No water beds w/o BPM written permission and addendum.
- BPM not liable for any property damage or loss.** Resident expressly agrees that BPM shall not be liable to Resident or others, including Resident's guests, occupants and invitees for any damage to or loss of any personal property located in or about the premises, or the building of which the premises are a part, where said damage or loss results from any cause whatsoever, other than the negligent acts of BPM. It is the responsibility of the Resident to provide insurance for their personal property.

- 3.2 **BPM not liable for personal injury.** Resident expressly agrees that BPM shall not be liable for any injuries to the person of Resident or others, including Resident's occupants, guests and invitees, from any cause whatsoever other than the negligent acts of BPM. It is the responsibility of the Resident to provide insurance for their liability covering the leased premises.
- 3.3 **Resident to keep premises clean and in good repair.** Resident shall keep the premises in a clean, tenable condition and in as good repair as at the beginning of the lease term, normal wear and tear excepted.
- 3.4 **Resident responsible for acts and omissions of guests and invitees.** Resident shall be liable for all damage to the premises and appliances and equipment belonging thereto, in any way caused by the acts of Resident, Resident's occupants, guests and invitees.
- 3.5 **Assignment and subletting.** Resident may not assign this Lease nor sublet all or any part of the premises or parking areas without BPM's prior written consent.
4. **BPM'S RIGHTS.** In addition to other rights provided for pursuant to this Lease or by law, BPM shall have the following rights:
- 4.1 **Right to dispose of property left on premises.** If Resident shall leave any property on the premises after vacating or abandonment of the premises Resident shall be deemed to have abandoned the property, and BPM shall have the right to dispose of said property as provided by law at Resident's expense.
- 4.2 **Right to arbitrate disputes.** Any dispute which shall arise between Resident and other tenants of the same property, in the matter of the use of the premises or any part thereof, shall be submitted to the arbitration of BPM whose decision shall be final between them. This clause does not limit Resident(s) from seeking remedies in the court system for claims against another Resident but BPM shall be held harmless by Resident(s) for and against any claims, liabilities, or demands arising out of or in any way pertaining to said claims between tenants.
5. **DUTY TO OBSERVE RULES.** Resident shall observe and comply with the Rules and Regulations established by BPM, a copy of said Rules and Regulations being attached hereto and incorporated herein by reference. BPM reserves the right to amend said Rules and Regulations at any time upon 14 days written notice to Resident. Any violation of any Rules or Regulations shall be deemed to be a breach of this Lease. Rules and Regulations take precedence over similar or conflicting provisions in the Lease.
6. **DAMAGE OR DESTRUCTION BY FIRE OR OTHER CASUALTY.** Subject to Wisconsin Law, in the event that the Leased premises suffers casualty loss, or damage as a result of fire or other casualty, and in the event that, as a result of said loss or damage, the Leased premises are rendered uninhabitable and similar premises are not available from BPM and in the event the premises may be restored or the damages repaired, this Lease and the liability for rent shall continue, except that said liability for rent shall be abated during any period of repair or reconstruction. In the event the premises cannot be repaired within Sixty (60) days from the happening of such injury, and similar premises are not available from BPM, then this Lease shall cease and terminate from the date of such injury. Good liability for rent shall not abate if the loss, damages or injury to the leased premises is caused by the negligence of Resident, Resident's occupants, guests or invitees.
7. **SURRENDER AT TERMINATION.** Upon termination of this Lease, whether by the lapse of time or otherwise, Resident shall surrender the leased premises to BPM, maintained in the manner herein required. If Resident retains possession of the leased premises or any part thereof after the termination of this Lease, whether terminated by lapse of time or otherwise, then in addition to its other rights and remedies provided by law, BPM may treat such retention of possession as constituting a renewal of this Lease, and so bind Resident, on a month-to-month basis on the same terms and conditions as expressed herein, except that the monthly rent shall automatically be increased to twice the rent in effect for the month immediately preceding the commencement of the holding over. The provisions of this paragraph do not exclude BPM's rights of re-entry or any other rights or remedies provided or allowed by law herein.
8. **MISCELLANEOUS PROVISIONS.**
- 8.1 BPM shall not be liable for any loss or damage not caused by BPM's negligence which Resident may sustain from: (a) Theft or burglary in or about the premises; (b) Delay or interruption in any service; (c) Fire, water, rain, frost, snow, gas or odors or fumes from any source whatsoever and from injury or damage caused by leaking or bursting of pipes or failure of backing up of sewer drains and pipes; (d) Any injury to any person or damage to any property; or (e) Failure to keep said premises and appliances and equipment therein, in good repair.
- 8.2 Any security devices or services provided by BPM or others either directly to the leased premises or for the rental complex of which the leased premises are a part are provided strictly at the option of BPM and BPM shall not be responsible for any losses to Resident which may result in any way due to a breakdown or a discontinuance of said system, or a failure to repair the same. No contract for, or obligation to provide, a security service is created by this Lease. Any agreement to provide such service shall be made by Resident with an independent contract or not affiliated with BPM. Resident hereby indemnifies and holds harmless BPM from any claims, losses, liabilities, or demands arising out of or in any way pertaining to security services provided by others.
- 8.3 The consent or approval by BPM to or of any act by Resident requiring BPM's consent or approval shall not be deemed to waive BPM's consent or approval to or of any subsequent or similar act by Resident.
- 8.4 **Severability.** The invalidity or unenforceability of any provisions of this Lease shall not affect or impair any other provisions.
- 8.5 **Headings.** The headings of the several sections contained herein and on the Rules and Regulations are for convenience only and do not define, limit or construe the contents of such sections.
- 8.6 **General.** No oral agreements have been entered into with respect to this Lease. All promises must be in writing. This Lease shall not be modified unless by an instrument in writing signed by BPM and Resident. In the event of more than one Resident, each Resident is jointly and severally liable for each provision of this Lease. Each Resident warrants that he or she is of legal age to enter into this lease. Time is of the essence with respect to the performance of all obligations of Resident(s) stated herein.
- 8.7 **Lead Warning.** Housing built before 1978 may contain lead based paint. Lead based paint, paint chips and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women.
- 8.8 **Lead Warning.** Housing built before 1978 may contain lead based paint. Lead based paint, paint chips and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women.
- 8.9 **NOTICE OF DOMESTIC ABUSE PROTECTIONS:** (1) As provided in section 100.50 (5m) (d) of the Wisconsin statutes, a tenant has a defense to an eviction action if the tenant can prove that the landlord knew, or should have known, the tenant is a victim of domestic abuse, sexual assault, or stalking and that the eviction action is based on conduct related to domestic abuse, sexual assault, or stalking committed by either of the following: (a) A person who was not the tenant's invited guest; (b) A person who was the tenant's invited guest, but the tenant has done either of the following: 1. Sought an injunction barring the person from the premises. 2. Provided a written statement to the landlord stating that the person will no longer be an invited guest of the tenant and the tenant has not subsequently invited the person to be the tenant's guest. (2) A tenant who is a victim of domestic abuse, sexual assault, or stalking may have the right to terminate the rental agreement in certain limited situations, as provided in section 704.16 of the Wisconsin statutes. If the tenant has safety concerns, the tenant should contact a local victim service provider or law enforcement agency. (3) A tenant is advised that this notice is only a summary of the tenant's rights and the specific language of the statutes governs in all instances.
9. **LIENS OR SALES.** BPM may encumber the Leased Premises and/or the apartment community by mortgage(s) and/or deed(s) of trust and any such mortgage(s) or deed(s) of trust as given shall be a lien on the land and buildings superior to the rights of the Resident herein. Foreclosure of any mortgage or sale under a deed of trust shall not constitute constructive eviction of Resident and Resident agrees to attorn to the purchaser at such foreclosure or sale as if this Lease was by and between Resident as tenant, and such purchaser as BPM. Any sale of the apartment community or any part thereof shall not affect this Lease or any of the obligations of Resident hereunder, but upon such sale BPM shall be released from all obligations hereunder and the resident shall look solely to the new owner of the apartment community for the performance of the duties of BPM hereunder from and after the date of such sale.
10. **OWNER OF THE PREMISES & AGENT FOR SERVICE OF LEGAL PROCESS** or other notice. The owner of your premises is as follows: 1302 Astor, LLC; 1720 Newport, LLC; 2414 Oakland, LLC; 2510 Murray, LLC; 2528 Fenwick, LLC; Webster Terrace, LLC; 2595 Cramer, LLC; 2604 Murray, LLC; 330 Henry Clay, LLC; 730 Henry Clay, LLC; 3838 Humboldt, LLC; 3883 Humboldt, LLC; 2089 Humboldt, LLC; 903 Jerome, LLC; Carnegie Way Apartments, LLC; 2047 Cambridge, LLC; Manor Ridge, LLC; Glens of Waukesha, LLC. The agent for service or other notice only is Ralph G. Gornstein, 2545 N. Maryland #102, Milwaukee, WI 53211.

THE UNDERSIGNED HAVE READ THE FOREGOING LEASE, RULES, REGULATIONS, APPLICATION, NON-STANDARD LEASE, OTHER DOCUMENTS THEY HAVE SIGNED, AND AGREE TO ABIDE BY IT'S TERMS AND CONDITIONS. THERE HAVE BEEN NO PROMISES MADE NOT REFLECTED IN THIS LEASE. RENT IS TO BE MAILED.

Resident Mike Peterson Date 8/29/16
 Resident Will J. Peterson Date 8/29/16
 Resident John J. Peterson Date 8-29-16

Witness [Signature] Date 8/29/16
 Bell Property Management, Lessor or Agent Date

GUARANTOR INFORMATION:

The undersigned hereby personally guarantees payment of any and all sums due BPM by resident under the terms and conditions of this lease. This agreement covers all future leases and renewals.

1) Steve Petersen 2) [Signature]
 Name of Guarantor Name of Guarantor
1303 Meadowcreek Drive #202 Address of Guarantor
Waukegan WI 53072 Address of Guarantor
Ad Kit City State Zip Telephone City State Zip Telephone
 Signature of Guarantor Signature of Guarantor